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Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554

FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF SECRETARY

In the Matter of

Application of Ameritech  
Michigan Pursuant to Section  
271 of the Telecommunications  
Act of 1996 to Provide In-  
Region, InterLATA Services in  
Michigan

CC Docket No. 97-1

Volume 1.3:  
Interconnection Agreement between  
MFS Intelenet of Michigan, Inc.  
and  
Ameritech Michigan

**Supplemental Filing**

Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554

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In the Matter of

Application of Ameritech  
Michigan Pursuant to Section  
271 of the Telecommunications  
Act of 1996 to Provide In-  
Region, InterLATA Services in  
Michigan

CC Docket No. \_\_\_\_\_

Listing of Materials Included in Supplemental Filing  
inadvertently omitted from Initial Filing  
for Volume 1.3

1. Directory Assistance Services Agreement, dated March 13, 1996.
2. First Amendment to the Listing and Directory Services Agreement between Ameritech Advertising Services and MFS, signature page dated December 30, 1996.
3. Agreement between MFS and Ameritech for Enhanced 911 Services, dated March 13, 1996.

**STATE OF MICHIGAN**  
**Michigan Public Service Commission**

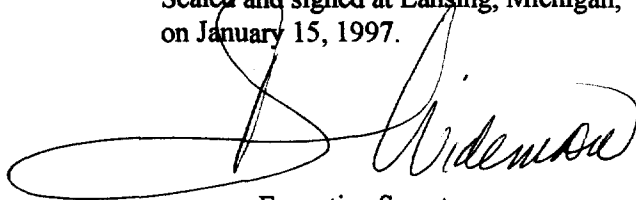
**SS.**

I, Dorothy Wideman, Executive Secretary of the Michigan Public Service Commission, certify that the attached copy, with the Michigan Public Service Commission seal, filed in Case No. U-11098, of

Ameritech Michigan's December 30, 1996 complete Interconnection Agreement between Ameritech Information Industry Services, on behalf of Ameritech Michigan, and MFS Intelenet of Michigan, Inc.,

is a true and correct transcript of the original.

Sealed and signed at Lansing, Michigan,  
on January 15, 1997.

A handwritten signature in cursive script, appearing to read "D. Wideman", is written over a large, stylized oval flourish.

Executive Secretary



Corporate  
6425 S. Pennsylvania Suite 5  
Lansing, MI 48911  
Office: 517/334-3704  
Fax: 517/334-3712  
Pager: 1/888/865-3466

Paul La Schiazza  
Vice President - Regulatory

2  
MICHIGAN PUBLIC SERVICE  
December 30, 1996  
FILED

DEC 30 1996

COMMISSION

Ms. Dorothy Wideman  
Executive Secretary  
Michigan Public Service Commission  
6545 Mercantile Way  
Lansing, Michigan 48909

Re: Case No. U-11098

Dear Ms. Wideman,

Pursuant to the Commission's December 20, 1996 Order in this proceeding, enclosed for filing are an original and 15 copies of the complete Interconnection Agreement between Ameritech Information Industry Services (AIIS), on behalf of Ameritech Michigan, and MFS Intelenet of Michigan Inc. (MFS).

Included in this filing are all related agreements that were incorporated by reference into Section 18 of the Interconnection Agreement, as well as amendments to the Interconnection Agreement and to certain related agreements required by the Commission's December 20, 1996 and August 23, 1996 Orders, respectively. In particular, the changes requested at page 4 of the December 20, 1996 Order regarding informational pages and delivery of White Pages directories have been incorporated in the enclosed First Amendment to the Listing and Directory Services Agreement between AIIS and MFS.

The Comprehensive Listing and Directory Services Agreement, dated May 17, 1996, which was filed under confidential cover pursuant to Section 210 of the Michigan Telecommunications Act on October 8, 1996, remains on file with the Commission.

Very truly yours,

Paul V. LaSchiazza

cc: Mr. Alex J. Harris

Waf 2

**Exhibit A**  
**Case No. U-11098**

**FIRST AMENDMENT TO  
INTERCONNECTION AGREEMENT UNDER  
SECTIONS 251 AND 252 OF THE  
TELECOMMUNICATIONS ACT OF 1996**

**Dated September 5, 1996**

**FIRST AMENDMENT TO  
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE  
TELECOMMUNICATIONS ACT OF 1996**

This First Amendment (the "Amendment") to Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996, is effective as of the 5<sup>th</sup> day of September, 1996 (the "Effective Date"), by and between Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware corporation with offices at 350 N. Orleans, Third Floor, Chicago, Illinois 60654, on behalf of Ameritech Michigan ("Ameritech") and MFS Intelenet of Michigan, Inc., a Delaware corporation with offices at 1 Tower Lane, 27<sup>th</sup> Floor, Oakbrook Terrace, Illinois 60181 ("MFS").

WHEREAS, Ameritech and MFS are parties to that certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated as of May 17, 1996 (the "Interconnection Agreement") which sets forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks and provide other services as required by the Communications Act of 1934, as amended by the Telecommunications Act of 1996, and the Michigan Telecommunications Act.

WHEREAS, the Parties have agreed that the Interconnection Agreement be amended to provide for certain terms and conditions which address the opinion of the Michigan Public Service Commission in Case No. U-11098, and have entered into this Amendment to set forth such terms and conditions.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MFS and Ameritech hereby agree as follows:

**1.0 DEFINITIONS.**

Unless otherwise defined herein, capitalized terms shall have the meaning assigned to such terms in the Interconnection Agreement.

**2.0 AMENDMENTS TO INTERCONNECTION AGREEMENT.**

On and from the Effective Date, the Interconnection Agreement is hereby amended as follows:

2.1 Section 17.0 of the Interconnection Agreement is hereby amended in its entirety to be read as follows:

When a Customer changes its service provider from Ameritech to MFS, or from MFS to Ameritech, and does not retain its original telephone number, the Party formerly providing service to such Customer shall provide a referral announcement ("Referral Announcement") on the abandoned telephone number which provides details on the Customer's new number. Referral Announcements shall be provided reciprocally, free of charge to either the other Party or the Customer, for the period specified in Michigan Administrative Rule 484.34. However, if either Party provides Referral Announcements for a period longer than the above respective periods when its Customers change their telephone numbers, such Party shall provide the same level of service to Customers of the other Party.

2.2 Section VI, Interim Telecommunications Number Portability, of the Pricing Schedule is hereby amended in its entirety to be read as follows:

Each Party shall bill the other Party for Interim Number Portability at the rates approved by the Commission. The payment of charges for interim number portability shall be deferred until the FCC or the Commission establish a methodology for recovery of costs to provide Interim Number Portability. Any payment resulting therefrom shall be subject to the conditions of applicable FCC and Commission orders.

2.3 Section VI, Interim Telecommunications Number Portability, of the Pricing Schedule-Michigan-Pre January 1, 1997 Pricing is hereby amended in its entirety to be read as follows:

Each Party shall bill the other Party for Interim Number Portability at the rates approved by the Commission. The payment of charges for interim number portability shall be deferred until the FCC or the Commission establish a methodology for recovery of costs to provide Interim Number Portability. Any payment resulting therefrom shall be subject to the conditions of applicable FCC and Commission orders.

### 3.0 MISCELLANEOUS.

3.1 The Interconnection Agreement, as amended hereby, shall remain in full force and effect and each of the Parties hereby ratifies and confirms its respective representations, warranties, covenants and agreements contained in and under the Interconnection Agreement. Any and all notices, requests, orders, certificates, documents and other instruments executed and delivered concurrently with or after the execution and delivery of this Amendment may refer to the "Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996" or may identify such Interconnection Agreement in any other respect without making specific reference to this Amendment, but nevertheless all such references shall be deemed to include this Amendment unless the context shall otherwise require.

3.2 This Amendment shall be deemed to be a contract made under and governed by the domestic laws of the State of Michigan, without reference to conflict of law provisions.

3.3 This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of this 5<sup>th</sup> day of September, 1996.

MFS INTELENET OF MICHIGAN, INC.

AMERITECH INFORMATION INDUSTRY  
SERVICES, A DIVISION OF AMERITECH  
SERVICES, INC., ON BEHALF OF  
AMERITECH MICHIGAN

By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

By: Neil E. Cox  
Printed: NEIL E. COX  
Title: PRESIDENT



### 3.0 MISCELLANEOUS.

3.1 The Interconnection Agreement, as amended hereby, shall remain in full force and effect and each of the Parties hereby ratifies and confirms its respective representations, warranties, covenants and agreements contained in and under the Interconnection Agreement. Any and all notices, requests, orders, certificates, documents and other instruments executed and delivered concurrently with or after the execution and delivery of this Amendment may refer to the "Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996" or may identify such Interconnection Agreement in any other respect without making specific reference to this Amendment, but nevertheless all such references shall be deemed to include this Amendment unless the context shall otherwise require.

3.2 This Amendment shall be deemed to be a contract made under and governed by the domestic laws of the State of Michigan, without reference to conflict of law provisions.

3.3 This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of this 5<sup>TH</sup> day of September, 1996.

MFS INTELENET OF MICHIGAN, INC.

AMERITECH INFORMATION INDUSTRY  
SERVICES, A DIVISION OF AMERITECH  
SERVICES, INC., ON BEHALF OF  
AMERITECH MICHIGAN

By: Alex J. Harris  
Printed: Alex J. Harris  
Title: Vice President Regulatory Affairs

By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit B**  
**Case No. U-11098**

**AGREEMENT BY AND BETWEEN**  
**MFS INTELENET, INC.**  
**AND**  
**AMERITECH FOR ENHANCED 9-1-1 SERVICE**  
**DATED March 13, 1996**

**AGREEMENT BY AND BETWEEN  
MFS INTELENET, INC.  
AND  
AMERITECH  
FOR ENHANCED 9-1-1 SERVICE**

OC MARCH  
MEX

This agreement ("Agreement") is made this 13 day of ~~February~~ <sup>MARCH</sup>, 1996 (the "Effective Date"), between Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware Corporation, on behalf of and as an agent for Ameritech Illinois, Ameritech Indiana, Ameritech Michigan, Ameritech Ohio and Ameritech Wisconsin (collectively referred to as "Ameritech") and MFS Intelenet, Inc., on behalf of and as agent for MFS Intelenet of Illinois, Inc., MFS Intelenet of Indiana, Inc., MFS Intelenet of Michigan, Inc., MFS Intelenet of Ohio, Inc., and MFS Intelenet of Wisconsin, Inc. (collectively referred to as "MFS"), (both individually, the "Party" and collectively, the "Parties").

**WITNESSETH:**

WHEREAS, Ameritech possesses a network capable of providing specific Enhanced 9-1-1 Service ("E911"), or, in the case of the City of Chicago, Sophisticated 9-1-1 Service ("S911") (hereinafter "911 Service") to MFS as further described in Exhibit A; MFS

WHEREAS, this network provides a means of forwarding 911 calls delivered from MFS' Network to an Ameritech Control Office for the further purpose of routing to an Ameritech designated primary Public Safety Answering Point ("PSAP") or to designated alternate locations and displaying

the originating caller's telephone number or central office identification code, plus the street address to an attendant position console of the PSAP or designated alternate location;

WHEREAS, Ameritech will provide access to a centralized Automatic Location Identification/Data Management System ("ALI/DMS") data base for the purpose of storing and updating information required for the provisioning of 911 service and will provide certain services to MFS in connection with using this data base;

WHEREAS, MFS desires to purchase 911 Service for the provisioning of such service to MFS' subscribers.

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein, the parties hereto agree as follows:

## SECTION I

### Definition of Terms

For purposes of this Agreement, the following terms shall mean:

- 1.1 *Affiliate* (including the terms "Affiliate of" and "Affiliated with") means a Person that directly or indirectly through one or more intermediaries, Controls or is Controlled By or is Under Common Control With, the specified Person.
- 1.2 *Agreement* means the terms and conditions, and any other exhibit(s), attachment(s), addendum, or document(s), attached hereto and made a part hereof [or incorporated herein by reference] including any written amendments to this Agreement which have been signed by duly authorized representatives of the Parties.
- 1.3 *Ameritech Companies* means Ameritech Illinois, Ameritech Indiana, Ameritech Michigan, Ameritech Ohio and Ameritech Wisconsin, their parent, (Ameritech Corporation) and subsidiaries and affiliates controlled directly or indirectly by Ameritech Corporation.

- 1.4 *Automatic Location Identification ("ALI")* means a feature by which the service address associated with the calling party's listed telephone number identified by ANI as defined herein, is forwarded to the PSAP for display. Additional telephones with the same number as the calling party's, including, but not limited to, secondary locations and off-premise extensions will be identified with the service address of the calling party's listed number.
- 1.5 *Automatic Number Identification ("ANI")* means a feature by which the calling party's telephone number is automatically forwarded to the E911 Control Office and to the PSAP display and transfer office.
- 1.6 *Compensation* means monetary amounts due from one party to the other for facilities provided and/or services rendered under this Agreement.
- 1.7 *Confidential Information* means any information or data disclosed by a party (the "Disclosing Party") to the other party (the "Recipient") under or in contemplation of this Agreement and which (a) if in tangible form or other media that can be converted to readable form, is clearly marked as proprietary, confidential, or private when disclosed or (b) if oral or visual, is identified as proprietary, confidential or private on disclosure and is summarized in a writing so marked and delivered within ten (10) days following such disclosure.
- 1.8 *Control* (including the terms "Controlled By" and "Under Common Control With") means the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.
- 1.9 *Control Office* means the central office providing tandem switching capability for 911 calls. It controls switching of ANI information to the PSAP and also provides the SR (as defined herein), feature, standard speed calling features, call transfer capability and certain maintenance functions for each PSAP.
- 1.10 *Service Agency* means the public agency, the State or any local government unit or special purpose district which has the authority to provide police, fire fighting, medical or other emergency services, which has requested the local telephone company to provide a 911 telecommunications service for the purpose of voice-reporting emergencies by the public.

- 1.11 *Customer Name and Address Information* (CNA) may include the name, service address and telephone numbers of MFS' subscribers for a particular exchange calling area, including exchanges served by a telephone company or telephone companies other than Ameritech Companies. This data includes nonpublished listings, coin telephone information and published listings.
- 1.12 *Data Management System* ("DMS") means a system of manual procedures and computer processes used to create, store and update the data required to provide the Selective Routing ("SR") and ALI features.
- 1.13 *Emergency Services* may include but are not limited to police, fire, ambulance, rescue and medical service.
- 1.14 *End Office* or *Central Office* ("EO" or "CO"), means the Ameritech point of presence in the 911 system which receives originating 911 calls
- 1.15 *911 Service*: Enhanced 911 (E911) Service and Sophisticated 911 (S911) Service provides completion of 911 calls via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI) and/or Selective Routing (SR).
- 1.16 *Exchange* means a geographic area established for the furnishing of local telephone service under a local tariff. It consists of one or more wire centers together with the associated facilities used in furnishing communications service within the area.
- 1.17 *Person* means a natural person, corporation, general partnership, joint venture, limited partnership, limited liability company, trust, business trust, business association or other legally recognized business association.
- 1.18 *Public Safety Answering Point* (PSAP): An answering location for 911 calls originating in a given area. A PSAP may be designed as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; Secondary PSAPs receive calls on a transfer basis only, and generally serve as a centralized answering location for a particular type of emergency call. PSAPs are staffed by employees of Service Agencies such as police, fire or emergency medical agencies or by employees of a common bureau serving a group of such entities.

- 1.19 *P.01 Grade of Service* means that grade of service that will ensure that less than one (1) call out of one hundred (100) incoming calls will encounter a busy signal on the first dialing attempt during the busy hour of the average busy day.
- 1.20 *Selective Routing (SR)*: A 911 feature that routes an 911 call from a Control Office to the designated primary PSAP based upon the identified number of the calling party.
- 1.21 *Service Line* means a telecommunications link from the Central Office terminating at the PSAP.

## SECTION II

### Term

Except as otherwise provided herein, Ameritech shall provide the 911 service for an initial term of one year commencing on the Effective Date. This Agreement shall automatically renew thereafter unless either Party gives the other Party written notice of termination at least ninety (90) days prior to the expiration of the initial term. Subsequent to the initial term, this agreement may be terminated by either party with ninety (90) days written notice.

Upon termination of this Agreement, all claims by Ameritech or MFS for amounts due from the other under this Agreement must be made in writing within ninety (90) days after the termination of this Agreement.

## SECTION III

### Service and Facilities Provided

- 3.1 Ameritech will provide MFS with multiplexing at the Ameritech Central Office at rates, terms and conditions provided in Ameritech's tariffs. Ameritech will also provide MFS with trunking from the Ameritech Central Office to the designated Ameritech Control Office(s) with sufficient capacity (as described in Exhibit "C") to route MFS' originating 9-1-1 calls over Service Lines to the designated primary PSAP or to designated alternate locations. Such trunking will be provided at the rate described in Exhibit C, herein. If MFS forwards the ANI information of the calling party to the Control Office, Ameritech will forward that

calling number and the associated street address to the PSAP for display. If no ANI is forwarded by MFS, Ameritech will furnish a Central Office identification code for display at the PSAP

- 3.2 MFS will provide the necessary trunking to route originating 9-1-1 traffic from MFS' end office(s) to the Ameritech Central Office(s). The meet points for primary and diverse routes are identified in Exhibit B. MFS may, at its option, acquire such trunking from Ameritech at rates, terms and conditions provided in Ameritech's tariffs.
- 3.3 Ameritech will provide to MFS, in paper or magnetic tape format, an Addressing and Routing file that will specify which E911 Control Office serves as the jurisdictional 9-1-1 answering point for subscribers within the Exchanges served by MFS. The Addressing and Routing file will be provided by NPA or NXX upon request. A specified rate found in the rate table of Exhibit C, herein will apply for each initial request for each NPA. Until such time as a mechanized process for provision of this information is made available by Ameritech and, at intervals determined by Ameritech, Ameritech shall provide to MFS in a paper format, at no additional charge to MFS, any updates to the addressing and routing file.
- 3.4 Ameritech will coordinate access to the ALI/DMS data base for the initial loading and updating of MFS subscriber information. Access coordination will include:
  - a. Ameritech providing format requirements and a mailing address for MFS to supply an electronic version of subscriber telephone numbers, addresses and other information both for the initial load and (where applicable) updates. Ameritech shall confirm receipt of this data as described in Section 3.9, below.
  - b. Coordination of error resolution involving entry and update activity;
  - c. Use of the ALI/DMS data base for the provisioning of specific E911 routing information on each access line; and
  - d. Updating the ALI/DMS data base from paper records of service order activity supplied by MFS. The charge for this service is separate and described in Exhibit C herein under the category "Optional Manual Update."



- e. Provide MFS with reference data required to ensure that MFS' subscribers will be routed to the correct Control Office when originating a 9-1-1 call. This reference data will be provided no later than ten (10) calendar days after the receipt of a service order from MFS.
- 3.5 The services offered in this Agreement and the charges described in Exhibit C herein contemplate that each NXX will reside in a single Control Office. MFS may, at its sole option, designate that a NXX shall reside in more than one Control Office. In that event, MFS shall pay Ameritech a one-time charge of \$850.00 (eight hundred and fifty dollars) per affected Control Office. This charge shall be designated the Multiple Control Office Software Enhancement charge.
- 3.6 In the event of an Ameritech or MFS trunk failure, the Party owning the trunk will notify the other Party of such failure within four (4) hours of the occurrence. The Parties will exchange a list containing the names and telephone numbers of the support center personnel responsible for provisioning the E911 service between the Parties.
- 3.7 Ameritech will provide the order number and circuit identification code before the service due date.
- 3.8 Ameritech shall inform MFS of any planned conversion or changes of the E911 network which would have a material effect on the services provided MFS under this Agreement sixty days prior to such conversion or change being implemented by Ameritech.
- 3.9 MFS or its third party agent will provide CNA data to Ameritech for use in entering the data into the 9-1-1 data base. The CNA data, if transmitted manually, will be provided to Ameritech in a format prescribed by Ameritech. The CNA data, if transmitted electronically, will be provided to Ameritech in a format consistent with the National Emergency Number Association Guidelines. MFS is responsible for providing Ameritech updates to the CNA data and error corrections which may occur during the entry of CNA data to the 911 Data Management System. Ameritech will confirm receipt of such data and corrections by the next working day by providing MFS with a report of the number of items sent, number of items entered correctly, and number of errors.

3.10 Incoming trunks provided for 911 shall be engineered to assure minimum P.01 grade of service.

3.11 MFS will monitor the 9-1-1 circuits for the purpose of determining originating network traffic volumes. MFS will notify Ameritech if the traffic study information indicates that additional circuits are required to meet the current level of 9-1-1 call volumes.

#### SECTION IV

##### Facilities Requirements

MFS is at all times responsible to construct, equip, maintain and operate its system so as to provide adequate facilities for the provision of service (including E911 Service) to the public and consistent with the purposes and requirements of this agreement.

#### SECTION V

##### Compensation

Compensation for the E911 services and facilities provided under this Agreement (i) are set forth in the Exhibits attached hereto, (ii) shall remain firm fixed for the initial twelve (12) month term of this Agreement, and (iii) may be revised after such initial term pursuant to written notice given to MFS no less than sixty (60) days in advance of the effective date of the price revision and, unless for reasons beyond Ameritech's reasonable control Ameritech's costs materially increase, prices shall not increase (expressed as a percentage of the price in effect immediately preceding the increase) by more than 10% per year.

Where Ameritech offers the same services on the same basis and at similar volumes to another customer within the State in which services are provided pursuant to this Agreement, Ameritech agrees to offer the services described herein to MFS on terms which are no less favorable than the terms

these same services are offered to other customers. If during the term of this Agreement, Ameritech enters into an agreement or contract with any other customer to provide the same service described herein at a lower rate, or on terms and conditions that are materially different or more favorable than those set forth herein, Ameritech will notify MFS within thirty (30) calendar days and offer such services to MFS at rates, terms and conditions that are no less favorable than those provided to such other third party.

Any amounts due which are invoiced pursuant to this Agreement shall be payable by the thirtieth (30th) day from the date of receipt of such invoice. Either Party shall inform the other Party, in writing, of any amount(s) included in the final or actual portion of the invoice, which may be in dispute. The date of such disputed amount(s) shall be extended to thirty (30) calendar days from the original due date of the invoice. Post payment disputed amounts shall also be declared in writing to the other Party subsequent to the payment and receipt of funds applicable to the final or actual portion of any invoice. Such post payment disputed amounts which are resolved in favor of the party who paid the disputed amount shall be payable to said party by the thirtieth (30th) day from the date the dispute was resolved. When the payment date falls on a weekend or holiday, the due date shall be the next business day.

#### Taxes

MFS shall pay or otherwise be responsible for all sales, use, excise, transaction or similar taxes or surcharges levied against or upon the purchaser of services, or the provider of services which such provider is permitted to pass along to the purchaser, except for any tax on Ameritech's

corporate existence, status or income, including, if applicable, the Michigan Single Business Tax. Tax shall be billed as separate items at the time the invoice is delivered.

## SECTION VI

### Independent Contractors

Each Party agrees that it will perform its obligations hereunder as an independent contractor and not as the agent, employee or servant of the other Party. Neither Party nor any personnel furnished by such party will be deemed employees or agents of the other Party or entitled to any benefits available under any plans for such other Party's employees. Each Party has and hereby retains the right to exercise full control of and supervision over its own performance of the obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be responsible for its own acts and those of its own subordinates, employees, agents and subcontractors during the performance of the Party's obligations hereunder. Neither Party will employ any person to perform its obligations hereunder who is a full or part-time employee of the other Party.

Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between Ameritech and MFS. Neither party is by virtue of this Agreement authorized as an agent, employee or legal representative of the other. Except as specifically set forth herein, neither party shall have power to control the activities and operations of the other

and their status is, and at all times will continue to be, that of independent contractors. Neither party shall have any power or authority to bind or commit the other.

## SECTION VII

### Assignment

Neither Party may assign, transfer, or sell its rights under this Agreement, or delegate its obligations hereunder, without the prior written consent of the other Party which shall not be unreasonably withheld; except that either Party may assign this Agreement to an affiliate or parent or to an entity acquiring all or substantially all of its assets without prior approval. Each party shall be responsible for its Affiliate's acts or omissions hereunder.

## SECTION VIII

### Limitation of Liability/Indemnity

- 8.1 To the extent not prohibited by law, each party shall defend indemnify the other and hold it harmless against any loss, cost, claim, injury or liability arising out of negligence or willful misconduct by it or its agents or contractors in connection with its provision of facilities and services or other performance under this Agreement. The Indemnified Party agrees to notify the other party promptly, in writing, of any written claims, lawsuits, or demand for which the other party is responsible and to cooperate in every reasonable way to facilitate defense or settlement of claims.
- 8.2 The indemnifying party under this Section agrees to defend any suit brought against the other party for any such loss, cost, claim, injury or liability. The indemnifying party will not be liable under this Section for settlement by the indemnified party of any claim, lawsuit or demand if the indemnifying party has not approved the settlement in advance unless the indemnifying party has had the defense of the claim, lawsuit or demand tendered to it in writing, and has failed wrongfully to assume such defense.

- 8.3 Without limiting the generality of the foregoing, to the extent that any services are performed in the State of Ohio each party hereby waives any immunity from its obligations to defend, indemnify and hold harmless the other party, its corporate affiliates, their officers, employees and agents against and from claims by employees of each party, which immunity would otherwise arise by operation of Ohio Revised Code §§4123.74 and 4123.41 and Section 35, Article II, Ohio Constitution or any other statute or constitutional provision.
- 8.4 Each party shall use reasonable efforts to perform its commitments under this Agreement; however, neither party shall be liable to the other for any loss, nor for defects or equipment failures, caused by conduct of the other party, the other party's agents, servants, contractors or others acting in aid or in concert with the other party.
- 8.5 In the case of any loss, cost, claim, injury or liability arising from the negligence or willful misconduct of both parties, each party shall bear, and its obligations under Section 8 shall be limited to, that portion of the resulting expense caused by its (including that of its agents, servants, contractors or others acting in aid or concert with it) negligence or misconduct.
- 8.6 Except for indemnity obligations which arise with respect to third party claims, each party's liability to the other for any loss, cost, claim, injury, liability or expense, including reasonable attorney's fees, relating to or arising out of any negligent act or omission in its performance of this Agreement (not involving willful or wanton misconduct), whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.
- 8.7 Neither party shall have any liability whatsoever to or through the other for any indirect, special, or consequential damages, including, but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder, even if the other party has been advised of the possibility of such damages.
- 8.8 Ameritech is not liable for the accuracy and content of CNA data MFS delivers to Ameritech. Rather, MFS is responsible for the accuracy and content of such data and Ameritech is the custodian of such data and is responsible for maintaining the accuracy and content of that data as delivered.

- 8.9 Notwithstanding Ameritech's agreement to indemnify contained herein, under no circumstances shall Ameritech incur any liability, direct or indirect, to any Person who dials or attempts to dial, the digits "9-1-1" or to any other Person on whose behalf a 9-1-1 call is made.
- 8.10 These remedies shall be exclusive of all other remedies against Ameritech or MFS, their affiliates, subsidiaries or parent corporation (including their directors, officers, employees or agents).

## SECTION IX

### Non-Disclosure

9.1 Ameritech and MFS intend to disclose to each other information, which may include Confidential Information.

9.2 The Recipient of Confidential Information shall:

(a) use the Confidential Information only for the purposes of and in connection with their obligations under this Agreement;

(b) restrict disclosure of the Confidential Information to employees of the Recipient and its Affiliates with a "need to know" and not disclose it to any other Person or entity without the prior written consent of the Disclosing Party;

(c) advise those employees who access the Confidential Information of their obligations with respect thereto; and

(d) copy the Confidential Information only as necessary for those employees who are entitled to receive it, and ensure that all confidentiality notices are reproduced in full on such copies.

For the purposes of this Subsection 9.2 only, "employees" includes third parties retained by either party hereto for temporary administrative, clerical or programming support who will be bound by a written non-disclosure agreement with the party retaining them. A "need to know" means that the employee requires the Confidential Information to perform their responsibilities in connection with the Recipient's duties under this Agreement.

9.3 The obligations of Subsection 9.2 shall not apply to any Confidential Information which the Recipient can demonstrate:

- (a) is or becomes available to the public through no breach of this Agreement;

- (b) was previously known by the Recipient without any obligation to hold it in confidence;

- (c) is received from a third party free to disclose such information without restriction;

- (d) is independently developed by the Recipient without the use of Confidential Information of the Disclosing Party;

- (e) is approved for release by written authorization of the Disclosing Party, but only to the extent of such authorization;

- (f) is required by law or regulation to be disclosed, but only to the extent and for the purposes of such required disclosure; or

- (g) is disclosed in response to a valid order of a court or other governmental body of the United States or any political subdivisions thereof, but only to the extent of and for the purposes of such order, and only if the Recipient first notifies the Disclosing Party of the order to permit the Disclosing Party to seek an appropriate protective order.



9.4 Except as provided otherwise in this Agreement, each party has the right to refuse to accept any information under this Agreement, and nothing obligates either party to disclose to the other party any particular information.

9.5 If, within ten (10) business days from the date of original disclosure, the Disclosing Party inadvertently fails to mark as proprietary, confidential or private information for which it desires confidential treatment, it shall so inform the Recipient. The Recipient thereupon shall return the unmarked information to the Disclosing Party and the Disclosing Party shall substitute properly marked information. In addition, if the Disclosing Party, at the time of disclosure, inadvertently fails to identify as proprietary, confidential or private oral or visual information for which it desires confidential treatment, it shall so inform the Recipient, provided that the Disclosing Party shall summarize the information in writing within ten (10) days thereafter. If such failure to mark or identify is not cured within ten (10) business days from the date of original disclosure, the Recipient is under no obligation to treat such information as confidential. The Recipient's obligations under Subsection 9.2 in connection with information encompassed by this paragraph shall commence upon notice from the Disclosing Party of the failure to properly mark or identify the information.

9.6 Confidential Information, including permitted copies, shall be deemed the property of the Disclosing Party. The Recipient shall, within twenty (20) days of a written request by the Disclosing Party, return all Confidential Information (or any designated portion thereof), including all copies thereof, to the Disclosing Party or, if so directed by the Disclosing Party, destroy all